

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF THE STATE OF OKLAHOMA**

|                              |   |                               |
|------------------------------|---|-------------------------------|
| (1) NORTH AMERICAN SPECIALTY | ) |                               |
| INSURANCE COMPANY,           | ) |                               |
|                              | ) |                               |
| Plaintiffs,                  | ) |                               |
|                              | ) |                               |
| v.                           | ) |                               |
|                              | ) |                               |
| (2) BRATT PRODUCTIONS, INC.  | ) | Case No. 15-cv- <u>1058-W</u> |
|                              | ) | The Honorable                 |
| Defendant.                   | ) |                               |

**COMPLAINT**

The Plaintiff, North American Specialty Insurance Company (“North American” or “Plaintiff”), for its Complaint against the Defendant, Bratt Productions, Inc. (“Bratt” or “Defendant”), alleges and states:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff, North American, is incorporated and has its principal place of business in the State of New Hampshire.

2. Defendant, Bratt, is incorporated and has its principal place of business in the State of Texas. Bratt is subject to the personal jurisdiction of the State of Oklahoma.

3. The incidents that give rise to North American’s cause of action occurred in Canadian County, State of Oklahoma, within the Western District of Oklahoma.

4. Jurisdiction in this Court is predicated upon diversity of citizenship pursuant to 28 U.S.C. § 1332, because this is an action between citizens of different states. The amount in controversy in the present case exceeds \$75,000, exclusive of interest and costs.

5. Pursuant to 28 U.S.C. § 1321, venue properly lies in the Western District of Oklahoma, due to the fact that Defendant is subject to the personal jurisdiction of the State of

Oklahoma, and because the actions/inactions which give rise to Plaintiff's cause of action against Defendant took place within the Western District of Oklahoma.

**FACTUAL BACKGROUND**

6. North American issued a commercial insurance policy, Policy No. EKN5001761-00, to its named insured, PM Group/CEU, Inc., for the policy period of April 24, 2014, to April 24, 2015. This policy insured, among other things, a tent purchased from Allsite Structure Rentals at a cost of \$631,770.00. The tent was installed behind the Lucky Star Casino in Concho, Oklahoma, and used for special events. North American insured the tent, at replacement cost, in the amount of \$631,770, subject to a \$5,000 deductible.

7. The Event Tent, LLC, as a former owner of the subject tent, entered into a lease agreement with the Lucky Star Casino in approximately November 2010, in which it was agreed that the subject tent would be located on the property located immediately behind the Lucky Star Casino. The lease agreement provided that the lease term would expire when the tent left the Lucky Star premises or upon the lease expiration date, as set forth in the agreement. In late 2014, the Lucky Star Casino determined it no longer needed or wanted the tent and informed its owner – North American's insured – that the tent should be removed.

8. Lucky Star Casino thereupon contracted with Bratt to dismantle the tent and return same to its owner/North American's insured, PM Group/CEU, Inc. However, during the course of the dismantling process by Bratt, several metal parts and panels were damaged, all as a result of the negligence of Bratt. The damaged parts and panels rendered the tent unfunctional, unusable, and a constructive total loss.

9. PM Group/CEU, Inc., made a claim to North American for the full value of its tent on a replacement cost basis. On or about September 24, 2015, North American issued payment to

its insured, PM Group/CEU, Inc., in the amount of \$621,770.00, representing the insured amount of \$631,770, less the \$5,000 deductible and less \$5,000 in salvage value retained by PM Group/CEU, Inc.

**CAUSE OF ACTION**

North American, for its Cause of Action against Bratt, adopts and incorporates paragraphs 1 through 9, above, and further alleges:

10. The cause of the damage to the tent owned by North American's insured, PM Group/CEU, Inc., was the negligent dismantling by the Defendant, Bratt.

11. As a result of the damage to the tent, North American indemnified PM Group/CEU, Inc., for its loss in an amount in excess of \$75,000, and subrogated to PM Group/CEU, Inc.'s right of recovery to the extent of its payment.

WHEREFORE, North American seeks damages from the Defendant, Bratt, for an amount in excess of \$75,000, together with attorney's fees, costs and any and all such other relief as the Court may deem just and proper.

Respectfully submitted,

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/s/ Gerard F. Pignato  
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ATTORNEYS FOR PLAINTIFF

JURY TRIAL DEMANDED